

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

CRYSTAL MICHELLE SILVAS, ET AL.

Plaintiffs

v.

HILTON INTERNATIONAL OF PUERTO
RICO, LLC; ET AL.

Defendants

CIVIL NO. 21-cv-1597 (RAM)

PERSONAL INJURY

ANSWER TO AMENDED COMPLAINT

TO THE HONORABLE COURT:

COMES NOW codefendant, Pool & Spa Technicians, Corp, through the undersigned attorney, and very respectfully answers the Amended Complaint as follows:

I. THE PARTIES

1. Paragraph 1 of the Amended Complaint Amended Complaint is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.
2. Paragraph 2 of the Amended Complaint is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.
3. Paragraph 3 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.
4. Paragraph 4 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

5. Paragraph 5 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

6. Paragraph 6 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

7. Paragraph 7 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

8. Paragraph 8 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

9. Paragraph 9 of the Amended Complaint is denied as drafted. It is affirmatively asserted that Pool & Spa Technicians, Corp. is corporation duly organized under the laws of Puerto Rico with principal offices in San Juan, Puerto Rico. In addition, it is affirmatively asserted that, at the time of the incident alleged in the complaint, Pool & Spa Technicians, Corp. had a service agreement with Puerto Rico Caribe Lessee LLC d/b/a Caribe Hilton Hotel to provide maintenance to the pool and pool's jacuzzi of the hotel.

10. Paragraph 10 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to unknown codefendants. Alternatively, it is denied.

11. Paragraph 11 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to unknown codefendants. Alternatively, it is denied.

II. JURISDICTION AND VENUE

12. Paragraph 12 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is a conclusion of law without factual matter. Alternatively, it is denied.

13. Paragraph 13 of the Amended Complaint is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

III. FACTS

14. Paragraph 14 of the Amended Complaint is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

15. Paragraph 15 of the Amended Complaint is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

16. Paragraph 16 of the Amended Complaint is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity. Should this answer not be amended, Paragraph 16 should be deemed as denied.

17. Paragraph 17 of the Amended Complaint is denied.

18. Paragraph 18 of the Amended Complaint is denied.

IV. LIABILITY OF DEFENDANTS

19. Paragraph 19 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied.

20. Paragraph 20 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied.

21. Paragraph 21 of the Amended Complaint is denied as to appearing defendant. It is affirmatively asserted that appearing defendant did not breach any duty or contractual obligation for which it could be found liable in this case.

22. Paragraph 22 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

23. Paragraph 23 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

24. Paragraph 24 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied for lack of sufficient knowledge or information to form a good faith belief as to its veracity.

25. Paragraph 25 of the Amended Complaint is denied as to appearing defendant. It is affirmatively asserted that appearing defendant did not breach any duty or contractual obligation for which it could be found liable in this case.

26. Paragraph 26 of the Amended Complaint is denied as to appearing defendant. It is affirmatively asserted that appearing defendant did not breach any duty or contractual obligation for which it could be found liable in this case.

27. Paragraph 27 of the Amended Complaint is denied as to appearing defendant. It is affirmatively asserted that appearing defendant did not breach any duty or contractual obligation for which it could be found liable in this case.

28. Paragraph 28 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied.

29. Paragraph 29 of the Amended Complaint is denied as to appearing defendant. It is affirmatively asserted that appearing defendant did not breach any duty or contractual obligation for which it could be found liable in this case.

30. Paragraph 30 of the Amended Complaint is denied.

31. Paragraph 31 of the Amended Complaint is denied.

32. Paragraph 32 of the Amended Complaint is denied. It is affirmatively asserted that appearing defendant did not incur in any negligent act or omission for which it could be found liable in the instant case.

33. Paragraph 33 of the Amended Complaint is denied. It is affirmatively asserted that appearing defendant did not breach any duty or contractual obligation for which it could be found liable in this case. Moreover, it is affirmatively asserted that appearing defendant did not incur in any negligent act or omission for which it could be found liable in the instant case.

V. DAMAGES

34. Paragraph 34 of the Amended Complaint is denied.

35. Paragraph 35 of the Amended Complaint is denied.

36. Paragraph 36 of the Amended Complaint is denied.

37. Paragraph 37 of the Amended Complaint is denied.

38. Paragraph 38 of the Amended Complaint is denied.

39. Paragraph 39 of the Amended Complaint is denied.

40. Paragraph 40 of the Amended Complaint is denied.

41. Paragraph 41 of the Amended Complaint is denied.

42. Paragraph 42 of the Amended Complaint is denied.

43. Paragraph 43 of the Amended Complaint is denied.

44. Paragraph 44 of the Amended Complaint is denied.

45. Paragraph 45 of the Amended Complaint is denied.

46. Paragraph 46 of the Amended Complaint is denied.

47. Paragraph 47 of the Amended Complaint is denied.
 48. Paragraph 48 of the Amended Complaint is denied.
 49. Paragraph 49 of the Amended Complaint is denied.
 50. Paragraph 50 of the Amended Complaint is denied.
 51. Paragraph 51 of the Amended Complaint is denied.
 52. Paragraph 52 of the Amended Complaint is denied.
 53. Paragraph 53 of the Amended Complaint is denied.
 54. Paragraph 54 of the Amended Complaint is denied.
 55. Paragraph 55 of the Amended Complaint is denied.
 56. Paragraph 56 of the Amended Complaint is denied.
 57. Paragraph 57 of the Amended Complaint does not require a response from appearing defendant inasmuch as it is directed to other parties. Alternatively, it is denied.
 58. Paragraph 58 of the Amended Complaint does not require a response from appearing defendant since it only refers to plaintiffs' demand for trial by jury.
- AFFIRMATIVE DEFENSES**
1. The Amended Complaint fails to state a claim upon which relief may be granted against appearing party.
 2. The Court lacks subject matter and/or personal jurisdiction.
 3. Pool & Spa Technicians Corp. did not breach any duty or contractual obligation for which it could be found liable in this case.
 4. Pool & Spa Technicians Corp. did not incur in any negligent act or omission for which it could be found liable in the instant case.

5. There is no causal relationship between the damages and the acts or omissions alleged against appearing codefendant.

6. Pool & Spa Technicians Corp. had no obligation regarding the installation or the structural integrity of the pool pavers and, therefore, is in no way liable for the damages alleged in the Amended Complaint.

7. All claims asserted in the Amended Complaint are time barred by the applicable statute of limitations and/or the doctrine of laches.

8. The damages alleged in the Amended Complaint could have been caused or aggravated by the negligence of third persons for whom the appearing party is not liable.

9. Plaintiff Crystal M. Silva assumed the risk and/or her negligence caused or contributed to the damages asserted in the Amended Complaint.

10. Plaintiffs' negligence was the only cause or contributed to the damages alleged in the Amended Complaint.

11. The damages claimed in the Amended Complaint are unrealistic and do not conform to the reality of the damages suffered by plaintiffs.

12. Plaintiffs' claims are barred by the doctrine of waiver and/or estoppel and/or unclean hands.

13. Plaintiffs did not mitigate damages.

14. Plaintiffs' damages are pre-existent to the incident alleged in the Amended Complaint and/or are the result of pre-existent health conditions.

15. The Amended Complaint fails to join an indispensable party.

16. The accident alleged in the Amended Complaint was not foreseeable.

17. Pool & Spa Technicians Corp. did not commit any negligent act or omission that is causally related to the damages alleged in the Amended Complaint.

18. The elements of a cause of action for premises liability are lacking in this case.

19. No dangerous conditions existed on the hotel's jacuzzi area at the time of the incident alleged in the Amended Complaint. In the event that plaintiffs prove otherwise, appearing defendant had no responsibility regarding the same.

20. Should any negligence be established by the plaintiffs, there were one or more intervening causes that would release the herein appearing party of any liability in this case.

21. Any award of damages against appearing defendant must be reduced by any amounts received by the plaintiffs by settlement or in any other manner from any other party. In addition, in the event the appearing party is found responsible in the instant case, it will solely be liable to plaintiffs for that portion of the damages which are the result of its proven degree/percentage of negligence.

22. Codefendant, Pool & Spa Technicians Corp., hereby reserves the right to expand or modify the abovementioned affirmative defenses, and to add any special defenses that may arise as a result of discovery procedures.

WHEREFORE, codefendant, Pool & Spa Technicians Corp., respectfully requests this Honorable Court to take notice of the foregoing and DENY the Amended Complaint with an order dismissing with prejudice plaintiffs' claims and taxing costs and attorney fees, with any further relief deemed just and proper under the law.

RESPECTFULLY SUBMITTED, in Bayamón, P.R., this 31st day of August 2022.

IT IS HEREBY CERTIFIED that, on this same date, the foregoing document has been electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

MARTÍNEZ CHEVRES
— Law Office
P.O. Box 190790
San Juan, PR 00919-0790
Tel. (787) 963-0100
jmc@martinezchevres.com

s/José M. Martínez Chevres
José M. Martínez Chevres
USCD-PR 301002